

MASTER SERVICES AGREEMENT COVER PAGE

Customer ("You", "Your", "Customer")	Supplier ("We", "Us", "Our", "Supplier")
[COMPANY]	ADVENTUS IT SERVICES PHILIPPINES INC.
Registered/Business Address	Supplier Registered/Business Address
XXXXXXXXXXXXXXXXXX XXXXXXXXXXXXXXXXXX XXXXXXXXXXXXXXXXXX	12th floor, Salcedo Tower, 169 H.V. Dela Costa, Barangay Bel-Air, Makati City, Metro Manila, Philippines
Legal Notice Contact Information	Legal Notice Contact Information
XXXXXXXXXXXXXXXXXX XXXXXXXXXXXXXXXXXX XXXXXXXXXXXXXXXXXX Attention: XXXXXXXXXXXX Tel: XXXXX Email: XXXXXXXXXXXX	12th floor, Salcedo Tower, 169 H.V. Dela Costa, Barangay Bel-Air, Makati City, Metro Manila, Philippines Attention: Accounts Department Tel: +632 85371000 Email: billing@adventusasia.com

This Master Services Agreement (this "**Agreement**") consists of this cover page, the attached General Terms and Conditions and all Service Schedule(s) referencing this Agreement.

By signing below, Customer and Supplier (each a "**party**" and collectively the "**parties**") enter into this Agreement with effect from _____ ("**Effective Date**").

[Company]	Adventus IT Services Philippines Inc.
Signature: _____ Name: _____ Title: _____	Signature: _____ Name: _____ Title: _____

1. DEFINITIONS

1.1 In this Agreement:

- "**Affiliate**" means, with respect to a party, any person controlling, controlled by, or under common control with such party. "Control" means the legal, beneficial or equitable ownership, directly or indirectly, of more than fifty percent (50%) of the aggregate of all voting equity interests in an entity.
- "**Business Day**" means any day from Monday to Friday in Philippines except for public holidays.
- "**Fees**" means the amounts set out in the Order payable for the Services and "Fee" means any such amount.
- "**Claim**" has the meaning given in Clause 13.1.
- "**Confidential Information**" has the meaning given in Clause 7.1.
- "**Cover Page**" means the first page of this Agreement entitled "Master Services Agreement Cover Page".
- "**Customer Equipment**" means Equipment provided by Customer or Customer Parties, including Third Party Software, if supplied by Customer or Customer Parties.
- "**Customer Party**" means Customer, its Affiliate or client or any of their employees, agents, representatives or authorised parties.
- "**Customer Premises**" means the premises identified as such in the Order.
- "**Data**" means Customer-owned or controlled data, whether in human or machine readable form, including personal data, which is obtained by or accessible to Supplier in providing the Services.
- "**Equipment**" means any property or assets, including telecommunications equipment, infrastructure and connections, computer hardware, software, and devices, power sources and all other equipment, facilities, systems, supplies and resources of any kind, or any part thereof.
- "**Force Majeure Event**" has the meaning given in Clause 18.
- "**General Terms and Conditions**" means this document entitled, "General Terms and Conditions" attached to the Cover Page.
- "**Initial Term**" has the meaning given in Clause 16.2.
- "**Order**" means an order for Services pursuant to this Agreement, signed by both Parties.
- "**Service Schedule**" means the additional terms and conditions governing the Services.
- "**Services**" means any and all goods and services specified in an Order.
- "**Supplier Equipment**" means Equipment provided by Supplier or Supplier Parties, including Third Party Software, if supplied by Supplier or Supplier Parties.
- "**Supplier Party**" means Supplier, its Affiliate or contractor and any of their employees, agents, contractors representatives or authorised parties.
- "**Supplier Premises**" means any premises owned or controlled by Supplier or Supplier Parties.
- "**Third Party Software**" has the meaning given in Clause 10.

1.2 In this Agreement: (a) words denoting a person include an entity, and vice versa, and also its personal representatives, successors and assigns; (b) unless otherwise stated, a reference to "Peso, or "P" is a reference to the lawful currency of Philippines; (c) if any time limit specified this Agreement expires on a day which is not a Business Day, that time limit is deemed to expire on the next Business Day; (d) all headings are for convenience of reference and do not affect the interpretation of this Agreement; and (e) the word "includes" and words of similar effect are deemed to be followed by the words "without limitation".

2. ORDERS FOR SERVICES

This Agreement does not oblige Supplier to accept any Order. An Order is binding only with effect from the date (a) it and all other forms (if any) requested by Supplier are signed by the parties' authorised representatives or (b) Supplier commences the Services described in the Order, whichever is earlier. Each Order is a separate and distinct contract between the parties. This Agreement shall govern the Order and shall prevail over the terms and conditions of any forms or other pre-printed documents that Customer may issue to Supplier. In the event of a conflict or inconsistency between the terms of this Agreement and the terms of an Order, the terms of the Order shall prevail.

3. FEES

3.1 All Fees shall be specified in the applicable Order. Unless otherwise stated in the Order, Supplier shall invoice in advance for recurring Fees and in arrears for usage-based Fees. Unless otherwise agreed, all amounts shall be invoiced in Philippines Peso. All invoices are due and payable within 30 days of the invoice date. All payments shall be made without any demand, set-off, counterclaim or deduction.

3.2 All sums quoted in this Agreement are exclusive of taxes. If Customer is required to make any deduction, withholding or payment of tax on any amounts payable to Supplier, such amounts shall be increased such that Supplier receives an amount equal to what it would have received if such deduction, withholding or payment had not been made.

3.3 If Customer fails to pay Supplier in a timely manner, Supplier shall be entitled, without prejudice to Supplier's other rights and remedies, to (a) suspend or withhold any Services; and/or (b) charge interest on the unpaid amount at the lower of (a) 2% per month or (b) the highest rate permitted by applicable law.

3.4 At any time after the Initial Term, Supplier shall be entitled to increase the Fees by giving no less than 60 days' notice to Customer. If Customer does not agree to the increase, Customer's sole and exclusive remedy is to terminate the Order by giving Supplier no less than 30 days' notice. No early termination fees shall be chargeable in the event of a termination by Customer under this Clause 3.4.

4. CUSTOMER OBLIGATIONS

4.1 Unless otherwise set out in the Service Schedule, the Services are provided for Customer's internal use only. Customer shall not resell the Services to third parties.

4.2 Customer shall promptly provide all information, input, approval, co-operation and access to Customer Equipment and Customer Parties as required by Supplier. If Customer fails to comply with this Clause 4.2 in a timely manner or provide information in sufficient detail, Supplier shall be entitled to suspend delivery and/or performance without liability to Customer until the parties agree upon revised timings for delivery and/or performance, a revised Order and/or revised Fees.

4.3 If Customer Parties are permitted by Supplier to access any Supplier Premises, Customer shall ensure that such Customer Parties adhere to Supplier's rules, regulations and instructions regarding access to and use of such premises.

4.4 Customer shall effect and maintain insurance, including without any limitation product liability and public liability insurance, with an insurer or insurers reasonably acceptable to Supplier. Upon request, Customer shall promptly furnish copies of the policies and certificates of currency to Supplier evidencing such insurance coverage. Customer shall be solely responsible for ensuring the amount of coverage is adequate at all times to meet its obligations created by this Agreement and by applicable law.

5. SUPPLIER EQUIPMENT

5.1 All Supplier Equipment shall at all times remain the sole property of Supplier or its licensors. Customer shall not hold itself out as owner of the Supplier Equipment. Any Supplier Equipment provided to Customer is provided on loan and shall be returned to Supplier upon the termination or expiry of the applicable Order or otherwise at Supplier's request. Supplier shall have sole and exclusive use and control of all Supplier Equipment. Customer shall not do or permit others to do any act which would affect in any way Supplier's rights in respect of the Supplier Equipment.

5.2 In respect of any Supplier Equipment provided to Customer, Customer shall (a) use Supplier Equipment solely of the purposes of this Agreement; (b) permit Supplier to inspect, test, maintain and replace the Supplier Equipment, if required by Supplier; (c) ensure that Customer Parties adhere to the rules, regulations and instructions of Supplier in respect of the use of the Supplier Equipment; and (d) unless otherwise authorised by Supplier, not modify, alter, adjust, tamper with, deactivate, or remove or relocate from its original installation position, the Supplier Equipment, or permit any third party to do so. Customer shall immediately notify Supplier if any such unauthorised acts are committed and of any loss, theft, destruction or damage to Supplier Equipment.

6. CUSTOMER EQUIPMENT

6.1 Customer shall be solely responsible for (a) obtaining, providing, installing, configuring, maintaining and repairing all Customer Equipment, unless otherwise stated in the Service Schedule or Order; (b) ensuring that all Customer Equipment is at all times in good working order, compatible with Supplier's then current requirements, approved for use under applicable law and otherwise fit for the purposes of the Services; and (c) ensuring that such Customer Equipment does not damage or cause unreasonable interference with Supplier, Supplier Equipment, any third party or third party equipment or networks. If required by Supplier, Customer shall modify or replace the Customer Equipment in order to receive or continue to receive the Services. All third party charges incurred in respect of the Customer Equipment, including all charges arising from the possession, use, repair, replacement and maintenance thereof, shall be borne solely by Customer.

6.2 If any Customer Equipment located at Supplier Premises is not removed within 30 days from the termination (for whatever cause) or expiry of the applicable Order, Supplier shall be entitled at Customer's risk and expense (a) to immediately remove the Customer Equipment and store it at any location of Supplier's choice; (b) ship it to Customer; or (c) without further notice to Customer, sell or dispose of it and retain the proceeds (if any).

7. CONFIDENTIALITY

7.1 "**Confidential Information**" means any and all information which a party to this Agreement may acquire (a) about the business or affairs of the other party or (b) which is marked "Confidential" or with other words of similar import or should be reasonably understood to be confidential or proprietary to the other party. The Fees and the terms of this Agreement are Supplier's Confidential Information.

7.2 Each party shall keep confidential the other party's Confidential Information and use it solely for the purposes and in the manner permitted in this Agreement. Customer hereby consents to Supplier's disclosure of Customer's Confidential Information to Supplier Parties for the purposes of performing Supplier's obligations under this Agreement. Each party shall return to the other party or, at the other party's request, destroy the other party's Confidential Information on termination or expiry of this Agreement or when asked by the other party.

7.3 Each party may disclose the other party's Confidential Information if required for compliance with applicable law, but must give the other party notice of such disclosure and only disclose such Confidential Information as necessary for compliance. The disclosing party shall endeavour to ensure that the recipient of the Confidential Information is bound by the same confidentiality obligations set out herein.

7.4 This Clause 7 shall not apply to a party in respect of information which is: (a) already known to that party, free from any obligation of confidence; or (b) already in the public domain without any misconduct of that party; or (c) independently developed by that party, free from any obligation of confidence.

8. INTELLECTUAL PROPERTY RIGHTS

8.1 All intellectual property rights, including rights to trade secrets, know-how, methodologies and processes, in and to the Services, Supplier Equipment and any deliverables provided to Customer (including reports, drawings, data and all works in progress) or otherwise made available or known to Customer by or on behalf of Supplier shall at all times remain the exclusive property of Supplier and its licensors. Unless otherwise expressly stated in this Agreement, this Agreement does not grant to Customer licence to the intellectual property or proprietary rights of Supplier or its licensors.

8.2 Neither party may use the trademarks or trade names of the other party in any promotion, publication or press release without the prior consent of the other party; provided that Supplier may publicly refer to Customer as a customer of Supplier and display Customer's name at the Supplier Premises from which the Services are provided.

8.3 Supplier grants to Customer a limited, non-exclusive, non-transferable, royalty-free revocable licence, with no right to grant sub-licences, to use the deliverables (if any) provided to Customer solely for Customer's internal business purposes. Customer hereby grants to Supplier for the term of the Order a limited, non-exclusive, non-transferable, royalty-free licence, with the right to grant sub-licences to sub-contractors, to access and use Customer Equipment in performing its obligations and exercising its rights under this Agreement.

9. SUPPLIER PROVIDED SOFTWARE

Software which is provided by Supplier to Customer pursuant to an Order and which is not otherwise subject to a separate licence or other agreement ("**Supplier Provided Software**") shall be subject to Supplier's standard software licence terms as follows: (a) subject to payment of the Fees, Customer is granted a personal, non-exclusive, non-transferable non-sublicensable licence for the term of the Order to use the Supplier Provided Software solely in connection with the Services for Customer's internal business purposes on Customer-owned or Customer-leased equipment (this "**Licence**"); (b) Customer shall not: (1) attempt to reverse engineer, de-compile, disassemble or otherwise translate, modify or attempt to derive the source code or other trade secrets from the Supplier Provided Software in any manner; or (2) sell, assign, licence, sublicense or otherwise transfer, transmit or convey the Supplier Provided Software, or any copies or modifications thereof, or any interest therein, to any third party; (c) unless otherwise agreed in writing, Supplier shall have no obligation to provide maintenance or any other support for Supplier Provided Software; and (d) upon termination or expiry of this Licence, Customer shall promptly uninstall all copies of the Supplier Provided Software from Customer Equipment and, at Supplier's sole option, (1) destroy all copies of Supplier Provided Software in its possession or (2) return such copies to Supplier, and in any event provide written certification confirming the same.

10. THIRD PARTY SOFTWARE

Third party software may be required in order for Customer to receive and use the Services under this Agreement (the "**Third Party Software**"). If an Order specifies that Customer shall provide any Third Party Software, Customer shall be solely responsible to obtaining and maintaining all necessary licences to the Third Party Software for the duration of the Order and ensuring that such licences permit Supplier to use such Third Party Software when providing the Services and performing its obligations under this Agreement. Supplier shall have no obligation whatsoever to obtain licences to any Third Party Software for or on behalf of Customer. Customer shall defend, indemnify, and hold harmless Supplier and Supplier Parties from and against any and all Claims arising out of or in connection with Third Party Software.

11. CUSTOMER WARRANTIES

Customer represents, warrants and undertakes to Supplier that: (a) Customer has the legal capacity, power and authority to enter into and perform this Agreement and be bound by the terms of this Agreement; (b) Customer has obtained and shall maintain at all times all permits, approvals, consents, waivers, licences and releases required for performance of its obligations under this Agreement and receipt and use of the Services; (c) Customer's execution and delivery of this Agreement, the performance of its obligations under this Agreement and its receipt and use of the Services do not and shall not contravene applicable law or result in any claim by a third party against Supplier or Supplier Parties; and (d) all Customer Equipment, Third Party Software and Data used by Supplier and Supplier Parties for providing the Services is either owned by or licensed to the Customer and such use shall not result in any claim by a third party against Supplier or Supplier Parties.

12. LIMITATION OF LIABILITY

12.1 ALL SERVICES, SUPPLIER PREMISES AND SUPPLIER EQUIPMENT ARE PROVIDED OR PERFORMED ON AN "AS IS", "AS AVAILABLE" BASIS, AT CUSTOMER'S SOLE RISK. SUPPLIER DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES IN RESPECT OF THE SERVICES, SUPPLIER PREMISES AND SUPPLIER EQUIPMENT, INCLUDING ANY WARRANTY OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR ANY PURPOSE, ACCURACY, TIMELINESS, RESPONSIVENESS, RELIABILITY, SECURITY, UNINTERRUPTED AVAILABILITY OR PERFORMANCE, TITLE, NON-INFRINGEMENT OF THIRD PARTY RIGHTS, AND FREEDOM FROM MALWARE, ERRORS OR DEFECTS OF ANY KIND AND ANY WARRANTY THAT THE SERVICES, SUPPLIER PREMISES OR SUPPLIER EQUIPMENT SHALL NOT HARM ANY DATA OR EQUIPMENT OR HINDER OR INTERFERE WITH THE INSTALLATION, OPERATION AND MAINTENANCE OF, OR CAUSE THE FAILURE, BREAKDOWN OR MALFUNCTION OF, ANY EQUIPMENT. CUSTOMER ACKNOWLEDGES THAT THE SERVICES, SUPPLIER PREMISES AND SUPPLIER EQUIPMENT ARE NOT MADE AVAILABLE TO MEET CUSTOMER'S INDIVIDUAL REQUIREMENTS AND THEREFORE CUSTOMER IS SOLELY RESPONSIBLE FOR ENSURING THAT THEY MEET CUSTOMER'S REQUIREMENTS. IN NO EVENT SHALL SUPPLIER BE LIABLE FOR ANY LOSS OR DAMAGE ARISING OUT OF OR IN CONNECTION WITH THE FAILURE, BREAKDOWN, MALFUNCTION, SHORTCOMING, INOPERABILITY, DEFECT OR FAULT IN OR OF ANY PUBLIC OR THIRD PARTY TELECOMMUNICATIONS NETWORKS OR INFRASTRUCTURE OR ANY RESULTING ERROR, DELAY OR FAILURE IN THE SUPPLIER EQUIPMENT OR THE PROVISION OF SERVICES. CUSTOMER ACKNOWLEDGES THAT THE SERVICES MAY CAUSE DATA OR CUSTOMER EQUIPMENT TO BE CORRUPTED, LOST OR DESTROYED. CUSTOMER SHALL BE SOLELY RESPONSIBLE FOR MAINTENANCE OF THE INTEGRITY OF ALL DATA, INCLUDING BY IMPLEMENTING ADEQUATE BACK-UP PROCEDURES. CUSTOMER BEARS THE RISK OF LOSS, THEFT, DAMAGE OR DESTRUCTION OF ANY DATA OR CUSTOMER EQUIPMENT. CUSTOMER SHALL BE SOLELY RESPONSIBLE FOR IMPLEMENTING ADEQUATE SECURITY MEASURES TO PREVENT UNAUTHORISED ACCESS TO OR USE OF THE SERVICES, SUPPLIER EQUIPMENT, CUSTOMER EQUIPMENT OR DATA. IN NO EVENT SHALL SUPPLIER BE LIABLE FOR THE ACTS OR OMISSIONS OF ANY PERSON WHO HAS ACCESS TO OR USE OF THE AFORESAID.

12.2 TO THE EXTENT PERMISSIBLE BY LAW, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY UNDER ANY CIRCUMSTANCES, WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY OF LAW, FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE LOSS OR DAMAGE, INCLUDING WITHOUT LIMITATION LOSS OF PROFITS, LOSS OF REVENUE, LOSS OF DATA, BUSINESS INTERRUPTION, LOSS OF BUSINESS OPPORTUNITY AND DOWN TIME, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. SUPPLIER'S ENTIRE LIABILITY TO CUSTOMER UNDER AN ORDER SHALL NOT EXCEED THE LIMIT STATED IN, OR CALCULATED IN ACCORDANCE WITH THE FORMULA STATED IN, THE APPLICABLE SERVICE SCHEDULE(S) TO THIS AGREEMENT.

13. INDEMNITY

13.1 Customer shall defend, indemnify, and hold harmless Supplier from and against all liabilities, damages, losses, costs and expenses (including, but not limited to, reasonable attorney's fees) and all penalties, fines or other impositions resulting from any claim, demand, suit, action or proceeding (each a "**Claim**") arising out of or in connection with: (a) negligent or wilful acts or omissions of Customer or a Customer Party; (b) non-compliance of Customer or a Customer Party with applicable law; (c) breach by Customer of any provision of this Agreement; or (d) Supplier's compliance with instructions or specifications supplied or approved by Customer or a Customer Party. Customer shall not enter into any settlement without the prior written consent of Supplier where such settlement requires a monetary payment or admission of guilt or liability by Supplier.

13.2 If Supplier receives information concerning a Claim of infringement of a third party's intellectual property or other proprietary rights by the provision or use of the Services or Supplier Equipment, Supplier shall be entitled to: (a) procure for Customer the right(s) or license(s) necessary for the continued use of the Services or Supplier Equipment; or (b) replace or modify the Services or Supplier Equipment so that they will be non-infringing. At Supplier's request, Customer must immediately stop using the allegedly infringing Services or Supplier Equipment. **THIS CLAUSE PROVIDES THE ENTIRE OBLIGATION OF SUPPLIER AND THE EXCLUSIVE REMEDIES OF CUSTOMER CONCERNING THIRD-PARTY RIGHTS INFRINGEMENT RELATING TO THE SERVICES OR SUPPLIER EQUIPMENT.** Supplier shall have no liability under this Clause 13.2 if any part of the Claim results from: (a) any matter listed in parts (a) to (d) of Clause 13.1; or (b) the use of Equipment of Customer or a third party.

14. DATA

As between the parties, Data shall remain the property of Customer. Customer warrants and undertakes to Supplier that all Data is made available to Supplier in full compliance with applicable law. It is agreed that Supplier acts as the data intermediary or data processor of Customer in respect of any Data. Customer acknowledges and agrees that Supplier may provide the Services from anywhere in the world and therefore may be required to transfer personal data to locations outside Philippines. Customer warrants and undertakes to Supplier that Customer is entitled to disclose the Data to Supplier so that Supplier may provide the Services from anywhere in the world whether directly or via Supplier Parties.

15. ASSIGNMENT AND TRANSFER

Customer shall not transfer, assign, delegate or sub-contract any of its rights, obligations or benefits under this Agreement without Supplier's prior written consent. Supplier shall be entitled to transfer, assign, delegate or sub-contract any and all of its rights, obligations or benefits under this Agreement without prior notice to or consent of Customer.

16. TERM AND TERMINATION; SUSPENSION

16.1 This Agreement shall commence on the effective date stated on the Cover Page and, unless terminated earlier in accordance with the terms of this Agreement, shall expire upon the termination or expiry of all Orders entered into under this Agreement.

16.2 Except for the Order for Extended Warranty Services which will commence on the Service Start Date and end on the Service End Date as stated in the Order, the term of any other Order shall commence on the Service Start Date stated in the Order and, unless terminated earlier in accordance with the terms of this Agreement, shall continue in force for an initial period of one (1) year ("**Initial Term**") from the Service Start Date. Thereafter, the Order shall be renewed automatically on a yearly basis ("**Renewal Term**") unless either party notifies the other in writing at least 60 days prior to the end of the then Initial Term or Renewal Term, as the case may be, of its intention not to renew the Order. The terms and conditions of this Agreement shall govern the Services provided during the Initial Term and all successive Renewed Terms, subject to any changes in Fees in accordance with Clause 3.4.

16.3 Each party may forthwith by notice to the other party terminate this Agreement or any Order if: (a) the other party is in breach of this Agreement and, where the breach is curable, fails to cure the breach within 14 days of being notified in writing of the breach; (b) any proceedings for the liquidation, dissolution or bankruptcy of the other party or its Affiliate(s) or any other proceedings of similar effect are commenced and are not discharged or discontinued within 60 days of their commencement; (c) the other party compounds with any of its creditors or has a receiver appointed in respect of the whole or any part of its assets; or (d) the other party ceases or threatens to cease to carry on business.

16.4 Supplier may terminate this Agreement or any Order without cause by giving Customer 60 days' prior notice. Supplier may also terminate this Agreement or any particular Order or suspend the provision of any Service(s) forthwith by notice to Customer if: (a) Customer fails to make any payment which has fallen due under this Agreement; (b) Customer has violated applicable law related to the Services or Customer's use thereof; or (c) Supplier is instructed by any governmental or regulatory authority to suspend or terminate the provision of Services to Customer.

16.5 Supplier may without prior notice or liability to Customer temporarily suspend the Services (or a part thereof) if emergency maintenance is required for any reason. Supplier shall notify Customer of the suspension as soon as reasonably practicable. Customer shall continue to be liable for Fees during the period of suspension.

17. EFFECTS OF TERMINATION

17.1 Upon the termination or expiry of an Order: (a) Supplier shall cease to provide the Services and shall be entitled to deactivate and/or disconnect all Supplier Equipment used in connection with the Services; (b) Customer shall promptly follow Supplier's instructions with respect to the return of the Supplier Equipment; (c) Supplier shall be entitled to, and Customer irrevocably grants Supplier the right to, enter the Customer Premises and recover all Supplier Equipment provided to Customer; and (d) All outstanding Fees and other amounts due under this Agreement shall become immediately due and payable.

17.2 The Fees reflect Customer's commitment to purchase the Services for the then-current term as specified in the Order. If an Order is terminated by Supplier pursuant to Clause 16.3 or Clause 16.4 or by Customer at will or for convenience, then within 14 days of the effective date of termination Customer shall pay Supplier, as liquidated damages, an early termination fee equivalent to the sum of: (a) the total of any and all waived Fees as reflected on the terminated Order; and (b) the Fees for the unexpired remainder of the then-current term of the terminated Order which would have been payable if the Order had not been terminated.

17.3 The termination or expiry of this Agreement shall be without prejudice to either party's accrued rights and remedies. The provisions of this Agreement which, by their terms, require performance or have application after the termination or expiry of this Agreement, shall survive the termination or expiry of this Agreement. Without prejudice to the generality of the foregoing, Clauses 6 (Customer Equipment), 7 (Confidentiality), 8 (Intellectual Property Rights), 11 (Warranties), 12 (Limitation of Liability), 13 (Indemnity), 14 (Data), 17 (Effects of Termination) and 20 (Governing Law and Dispute Resolution) shall survive the termination (for whatever reason) or expiry of this Agreement.

18. FORCE MAJEURE

Neither Party shall be liable for any delays or failures in performance of their obligations under this Agreement if the delay or failure results from events beyond its reasonable control (a "**Force Majeure Event**"), including any acts of God, war, riots, civil disturbances, changes in applicable law, fires, inclement weather and other natural catastrophes, strikes or labour disputes, epidemics, outbreaks and embargoes. Each party agrees to notify the other party promptly of any such circumstances delaying its performance and to resume performance as soon thereafter as is reasonably practicable. If a Force Majeure Event continues for a period exceeding 60 days, then either party may at any time thereafter, upon giving the other party 14 days' prior notice, elect to terminate the Order affected by the Force Majeure.

19. NOTICES

All notices by a party to the other party under this Agreement shall be in writing and sent to the other party's Legal Notice Contact Information specified on the Cover Page. A party may change its Legal Notice Contact Information by giving notice to the other party. A notice is deemed duly given: (a) if personally delivered, on the day of delivery; (b) if sent by pre-paid post, 2 days after posting to an address in the same country and 8 days after posting to an address in another country, even if the letter is returned to the post office; and (c) if sent by facsimile transmission or email, upon the issue of a report by the sender's machine confirming successful transmission / delivery.

20. GOVERNING LAW AND DISPUTE RESOLUTION

This Agreement is governed by and interpreted and enforced in accordance with Philippines law. In case of dispute, the parties agree to be subject to the exclusive jurisdiction of the proper courts of Makati City.

21. GENERAL PROVISIONS

This Agreement constitutes the parties' entire agreement on this matter and supersedes all previous and contemporaneous agreements. No amendment of this Agreement is binding except in writing and signed by the parties' authorized representatives. The invalidity, illegality or unenforceability of any part of this Agreement shall not affect other parts of this Agreement. No waiver of rights shall prevent a party's further exercise of the same or any other right. All rights and remedies are cumulative and not exclusive of any other right or remedy in law or equity. This Agreement may be executed in counterparts which together shall constitute one and the same agreement. The parties are independent contractors and no partnership, joint venture or employment or agency relationship is created by this Agreement. No provision herein shall be construed against the party that drafted it. No third party shall have a right to enforce any provision under the Contracts (Right of Third Party) Act (Cap.53B). The documents comprising this Agreement shall govern in the following order in the event of conflict or inconsistency: (a) the Service Schedule; (b) these General Terms and Conditions; and (c) the Cover Page.